

**AGREEMENT
BETWEEN
VERIZON NORTH INC., F/K/A GTE NORTH INCORPORATED
AND
FUZION WIRELESS COMMUNICATIONS, INC.
SUPPLEMENTING TERMS ADOPTED BY FUZION WIRELESS COMMUNICATIONS, INC.
PURSUANT TO PARAGRAPH 32 OF THE BA/GTE MERGER CONDITIONS**

THIS AGREEMENT is by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon") and Fuzion Wireless Communications, Inc. ("Fuzion"), Verizon and Fuzion being referred to collectively as the "Parties" and individually as a "Party". This Agreement covers services in the State of Wisconsin (the "State").

WHEREAS, pursuant to paragraph 32 of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Fuzion has adopted the terms of the Interconnection Agreement between Fuzion and Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon Florida Terms")

WHEREAS, paragraph 32 of the Merger Conditions applies only to interconnection arrangements, Unbundled Network Elements, and provisions of an interconnection agreement that are subject to 47 U.S.C. Section 251(c), and, among other things, is further limited to voluntarily negotiated terms and conditions that are not the product of state-specific pricing or regulatory obligations;

WHEREAS, pursuant to Section 252(a)(1) of the Act, and without waiving any of their rights to challenge the legality of the Verizon Florida Terms, the Parties now wish to supplement the Verizon Florida Terms to reflect agreement concerning obligations and relationships that are not covered by Fuzion's adoption of the Verizon Florida Terms under paragraph 32 of the FCC Merger Conditions;

WHEREAS, in drafting this Agreement the Parties have not undertaken to update the Verizon Florida Terms to incorporate intervening changes in law and each party fully reserves its future rights to do so to the extent permitted by the Verizon Florida Terms;

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties have undertaken a joint review of the Verizon Florida Terms and have identified a number of supplemental terms (reflected in Paragraph 2) that are necessary to establish a contractual relationship between the Parties in relation to terms and conditions that cannot be ported across state boundaries pursuant to FCC merger conditions (e.g., terms and conditions that are neither 47 U.S.C. Section 251(c) requirements nor terms and conditions that are legitimately related to those requirements, terms and conditions reflecting state-specific regulatory requirements, terms and conditions that are the product of arbitration). The Parties acknowledge and agree that their joint review has not been exhaustive, but represents the Parties' mutual best efforts to identify such issues in the interest of avoiding future disputes. By entering into this Agreement, Verizon does not waive any future right that it may have to assert that particular terms and conditions contained in the Verizon Florida Terms cannot be required in the State of Wisconsin pursuant to the FCC Merger Conditions. By entering into this Agreement, Fuzion does not waive any future right that it may have to assert that particular deleted terms and conditions contained in the Verizon Florida Terms can be required in the State of Wisconsin pursuant to the FCC Merger Conditions. If such issues are later identified, the Parties shall, where necessary, promptly negotiate terms and conditions in accordance with applicable law covering the same subject(s). Should the Parties be unable to mutually agree on how such terms and conditions should be reflected, such dispute may be resolved pursuant to the dispute resolution mechanism contained in the Verizon Florida Terms.

2. Pursuant to the joint review discussed in Paragraph 1, the Parties agree that the following terms and

conditions (listed in reference to the Articles of the Verizon Florida Terms to which they correlate), represents subjects that are not available for adoption under paragraph 32 of the Merger Conditions, and shall supplement Fuzion's adoption of the Verizon Florida Terms, as set out specifically below:

Article 1 (Services and Facilities):

2.2 Access to Poles, Ducts, Conduits and Rights of Way

To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

2.3 Directory Listing and Directory Distribution

2.3.1 To the extent required by Applicable Law, Verizon will provide directory services to Fuzion. Such services will be provided in accordance with the terms set forth herein.

2.3.2 Listing Information.

As used herein, "Listing Information" means a Fuzion Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

2.3.3 Listing Information Supply.

Fuzion shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each Fuzion Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. Fuzion shall also provide to Verizon on a daily basis, (a) information showing Fuzion Customers who have disconnected or terminated their service with Fuzion; and (b) delivery information for each non-listed or non-published Fuzion Customer to enable Verizon to perform its directory distribution responsibilities. Verizon shall promptly provide to Fuzion, (normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a query on any listing that is not acceptable.

2.3.4 Listing Inclusion and Distribution.

Verizon shall include each Fuzion Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such Fuzion Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary

Listing” means a Customer’s primary name, address, and telephone number. Listings of Fuzion’s Customers shall be interfiled with listings of Verizon’s Customers and the Customers of other LECs included in the Verizon directories. Fuzion shall pay Verizon’s tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for Fuzion’s Customers.

2.3.5 Verizon Information.

Upon request by Fuzion, Verizon shall make available to Fuzion the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and “Customer Guide” close dates, publishing data, and Yellow Pages headings. Verizon also will make available to Fuzion, upon written request, a copy of Verizon’s alphabetical listings standards and specifications manual.

2.3.6 Confidentiality of Listing Information.

Verizon shall accord Fuzion Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory -related services; provided, however, that should Verizon elect to do so, it may use or license Fuzion Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as Fuzion Customers are not separately identified as such; and provided further that Fuzion may identify those of its Customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent it does so for its own Customers. Verizon shall not be obligated to compensate Fuzion for Verizon’s use or licensing of Fuzion Listing Information.

2.3.7 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Fuzion Customer listings. At Fuzion’s request, Verizon shall provide Fuzion with a report of all Fuzion Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by Fuzion with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

2.3.8 Indemnification.

Fuzion shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, Fuzion warrants to Verizon that Fuzion has the right to provide such Listing Information to Verizon on behalf of its Customers. Fuzion shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Fuzion agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon’s publication or dissemination of the Listing Information as provided by Fuzion hereunder.

2.3.9 Liability.

Verizon's liability to Fuzion in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by Fuzion for such listing or the amount by which Verizon would be liable to its own customer for such error or omission. Fuzion agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Fuzion's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers.

2.3.10 Service Information Pages.

Verizon shall include all Fuzion NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. Fuzion's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Fuzion is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Fuzion's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Fuzion's critical contact information for Fuzion's installation, repair and Customer service, as provided by Fuzion. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Fuzion shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

2.3.11 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

2.3.12 Other Directory Services.

Fuzion acknowledges that if Fuzion desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.

2.6 911/E-911 Arrangements.

2.6.1 Fuzion may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which Fuzion provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide Fuzion with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, Fuzion and Verizon will negotiate arrangements to connect Fuzion to the 911 service in accordance with applicable state law.

2.6.2 Path and route diverse Interconnections for 911/E-911 shall be made at the Fuzion-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

2.6.3 Within thirty (30) days of its receipt of a complete and accurate request from Fuzion, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Fuzion, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:

2.6.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where Fuzion is providing, or represents to Verizon that it intends to provide within sixty (60) days of CLEC(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

2.6.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which Fuzion plans to offer Telephone Exchange Service;

2.6.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.

2.6.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

2.6.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;

2.6.3.6 prompt return of any Fuzion 911/E-911 data entry files containing errors, so that Fuzion may ensure the accuracy of the Customer records.

2.6.4 Electronic Interface

Fuzion shall use, where available, the appropriate Verizon electronic interface, through which Fuzion shall input and provide a daily update of 911/E-911 database information related to appropriate Fuzion Customers. In those areas where an electronic interface is not available, Fuzion shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). Fuzion may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of Fuzion Customer information.

2.6.5 911 Interconnection

Verizon and Fuzion will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Fuzion systems to the 911/E-911 platforms and/or systems.

2.6.6 911 Facilities

Fuzion shall be responsible for providing facilities from the Fuzion End Office to the 911 Tandem or selective router. Fuzion shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

2.6.7 Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by Fuzion. Therefore, for those ported telephone numbers using INP, Fuzion will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, Fuzion will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. Fuzion will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

2.6.7.1 Fuzion is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using Fuzion's NENA COID to lock and unlock records and the posting of Fuzion's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

2.6.8 PSAP Coordination

Verizon and Fuzion will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

2.6.9 911 Compensation

Fuzion will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.

2.6.10 911 Rules and Regulations

Fuzion and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in Wisconsin.

Article I, Appendix A (Definitions):

Applicable Law

All effective laws (whether statutory or case law), government regulations, rules and orders, applicable to and binding on each Party's performance of its obligations under this Agreement.

Commission

Wisconsin Public Service Commission

Local Traffic

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network within Verizon's then current local calling area (including non-optional local calling scope arrangements) as defined in Verizon's effective Customer Tariffs. A non-optional local calling scope arrangement is an arrangement that provides Customers a local calling scope (Extended Area Service, "EAS"), beyond their basic exchange serving area. Local Traffic does not include optional local calling scope traffic (i.e., traffic that under an optional rate package chosen by the Customer terminates outside of the Customer's basic exchange serving area). IntraLATA calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis are not considered Local Traffic. Local Traffic does not include any Internet Traffic.

Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

Rate Center Area or Exchange Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

Reciprocal Compensation.

The arrangement for recovering costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and delivered to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

Interconnection Attachment

2.6 Number Portability - Section 251(B)(2)

2.6.1 Scope.

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

2.6.2 Procedures for Providing LNP ("Long-term Number Portability").

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

2.6.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received a letter of agency (LOA) from a Customer and sends a LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

2.6.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

2.6.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

2.6.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

2.6.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

- 2.6.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 2.6.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 2.6.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 2.6.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

2.6.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

2.6.4 Procedures for Providing INP (Interim Number Portability).

The Parties shall provide Interim Number Portability (INP) in accordance with rules and regulations prescribed from time to time by the FCC and state regulatory bodies, the Parties respective company procedures, and as set forth in this Section 2.6.4. The Parties shall provide INP on a reciprocal basis.

- 2.6.4.1 In the event that either Party, Party B, wishes to serve a Customer currently served at an End Office of the other Party, Party A, and that End Office is not LNP-capable, Party A shall make INP available. INP will be provided by remote call forwarding (RCF) and/or direct inward dialing (DID) technology, which will forward terminating calls to Party B's End Office. Party B shall provide Party A with an appropriate "forward-to" number.
- 2.6.4.2 Prices for INP and formulas for sharing Terminating access revenues associated with INP shall be provided where applicable, upon request by the Parties.

- 2.6.4.3 Either Party wishing to use DID to provide for INP must request a dedicated trunk group from the End Office where the DID numbers are currently served to the new serving-End Office. If there are no existing facilities between the respective End Offices, the dedicated facilities and transport trunks will be provisioned as unbundled service through the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using the LSR provisioning process. DID trunk rates are contained in the Parties' respective tariffs.
- 2.6.4.4 The Parties Agree that, per FCC 98-275, Paragraph 16, effective upon the date LNP is available at any End Office of one Party, Party A, providing INP for Customers of the other Party, Party B, no further orders will be accepted for new INP at that End Office. Orders for new INP received prior to that date, and change orders for existing INP, shall be worked by Party A. Orders for new INP received by Party A on or after that date shall be rejected. Existing INP will be grand-fathered, subject to Section 2.6.4.5, below.
- 2.6.4.5 In offices equipped with LNP prior to September 1, 1999 for former Bell Atlantic offices and October 1, 2000 for former GTE offices, the Parties agree to work together to convert all existing INP-served Customers to LNP by 12/31/00 in accordance with a mutually agreed to conversion process and schedule. If mutually agreed to by the Parties, the conversion period may be extended one time by no more than 90 days from December 31, 2000.
- 2.6.4.6 Upon availability of LNP after October 1, 2000 at an End Office of either Party, both Parties agree to work together to convert the existing INP - served Customers to LNP by no later than 90 days from the date of LNP availability unless otherwise agreed to by the Parties.
- 2.6.4.7 When, through no fault of Verizon's, all INP has not been converted to LNP at the end of the agreed to conversion period, then the remaining INPs will be changed to a functionally equivalent tariff service and billed to the CLEC at the tariff rate(s) for the subject jurisdiction.

2.6.5 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC rules.

- 2.6.5.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP Request to the Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.
- 2.6.5.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In

addition the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 2.6.5.

4.3 Number Resources.

4.3.1 Number Assignment.

Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Routing Points corresponding to such NXX codes.

4.3.2 Rate Centers.

Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Fuzion shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area, in all areas where Verizon and Fuzion service areas overlap. Fuzion shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

4.3.3 Routing Points.

Fuzion will also designate a Routing Point for each assigned NXX code. Fuzion shall designate one location for each Rate Center Area in which the Fuzion has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of Fuzion will be routed in the same manner as calls to Fuzion's initial NXXs.

4.3.4 Customer Local Calling Area(s).

Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Fuzion's choices regarding the size of the local calling area(s) that Fuzion may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

4.3.5 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

5.1 Rates and Charges.

The rates and charges shall be as set forth in the Pricing Attachment.

5.4 Compensation Arrangements.

The Parties shall compensate each other for the transport and termination of Local Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act (Reciprocal Compensation) at the rates stated in the Pricing Attachment. When such Local Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section, but instead shall be treated as described or referenced below:

- 5.4.1 Tandem Transit Traffic shall be treated as specified in Section 5.5.
- 5.4.2 For any traffic originating with a third party carrier and delivered by Fuzion to Verizon, Fuzion shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by Fuzion.
- 5.4.3 Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 5.7.
- 5.4.4 No Reciprocal Compensation shall apply to Internet Traffic. If the amount of traffic (excluding intraLATA Toll Traffic) that Verizon delivers to Fuzion exceeds twice the amount of traffic that Fuzion delivers to Verizon as Local Traffic ("2:1 ratio"), then the amount of traffic that Verizon delivers to Fuzion in excess of such 2:1 ratio shall be presumed to be Internet Traffic and shall not be subject to Reciprocal Compensation. Notwithstanding any other provision in this Agreement, if the Commission, the FCC, or a court of competent jurisdiction, should issue or release an order, or if a federal or state legislative authority should enact a statute, that by its terms (a) expressly supercedes or modifies existing interconnection agreements and (b) specifies a rate or rate structure for reciprocal compensation, intercarrier compensation, or access charges, that is to apply to Internet Traffic, then the Parties shall promptly amend this Agreement to reflect the terms of such order or statute. If such order or statute does not expressly supercede or modify existing interconnection agreements, then Verizon, in its sole discretion, may elect either to continue the provisions set forth herein with regard to Internet Traffic, or to terminate such provisions with thirty (30) days advance written notice. In the event Verizon elects to exercise its termination right, then the Parties shall promptly amend this Agreement to reflect the terms of such order or statute, and any such amendment shall be retroactive to the effective date of the termination.
- 5.4.5 No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 5.4.6 IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Wisconsin shall be treated in accordance with an arrangement mutually agreed to by the Parties.

- 5.4.7 Any other traffic not specifically addressed in this Section shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 5.4.8 Local Designation in Customer Tariffs. Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 5.4.9 Traffic Audits. Each Party reserves the right to audit all Traffic, up to a maximum of one audit per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct one additional audit if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

5.5 Tandem Transit Traffic

- 5.5.1 As used in this Section 5.5, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Fuzion's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CRMS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which Fuzion delivers such traffic. Neither the originating nor terminating Customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 5.5.2 Tandem Transit Traffic Service provides Fuzion with the transport of Tandem Transit Traffic as provided below.
- 5.5.3 Tandem Transit Traffic may be routed over the Local trunks described in Section 2.4. Fuzion shall deliver each Tandem Transit Traffic call to Verizon with Hundred Call Second and the appropriate Transactional Capabilities Application Part (TCAP) message to facilitate full interoperability of CLASS Features and billing functions.
- 5.5.4 Fuzion shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon's Tandem Office. If Fuzion does not enter into and provide notice to Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then Verizon may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to Fuzion.
- 5.5.5 Fuzion shall pay Verizon for Transit Service that Fuzion originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.
- 5.5.6 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem

Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls.

- 5.5.7 If or when a third party carrier's Central Office subtends a Fuzion Central Office, then Fuzion shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to Fuzion as defined in this Section 5 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a Fuzion Central Office ("Reciprocal Tandem Transit Service"). Fuzion shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 5.5.
- 5.5.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

Resale Attachment

3.4 Voice Information Service Traffic

- 3.4.1 For purposes of this Section 3.4, (a) Voice Information Service means a service furnished by a Verizon subscriber that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Local Traffic Reciprocal Compensation charges under the Interconnection Attachment.
- 3.4.2 For a Verizon Telecommunications Service dial tone line purchased by Fuzion for resale pursuant to the Resale Attachment and for a Verizon Local Switching UNE purchased by Fuzion pursuant to the UNE Attachment, Verizon will route Voice Information Service Traffic originating from such dial tone line or Local Switching UNE to the appropriate Voice Information Service connected to Verizon's network unless a feature blocking such Voice Information Service Traffic has been installed. For such Voice Information Service Traffic, Fuzion shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Fuzion. Fuzion shall pay Verizon such charges in full regardless of whether or not Fuzion collects such charges from its own Customer.
- 3.4.3 Fuzion shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event Fuzion exercises such option, Fuzion will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow Fuzion to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless Fuzion has entered into a written agreement with Verizon under which Fuzion will collect from Fuzion's Customer and remit to Verizon the Voice Information Service provider's charges, Fuzion shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Fuzion. Fuzion shall pay Verizon such charges in full regardless of whether or not Fuzion collects such charges from its own Customer.

3.6 Misdirected Calls.

The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

3.6.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

3.6.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.

3.6.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or to market services.

4.1 Rates.

The prices charged to Fuzion for Services provided pursuant to this Resale of Services Article shall be as set forth in the Pricing Attachment.

Unbundled Network Elements (UNEs) Attachment

5.1 Rates and Charges.

The rates and charges for UNEs and other services shall be as set forth in the Pricing Attachment.

Collocation Attachment

2.8 Fiber Optic Patchcord Cross Connect.

The Fiber Optic Patchcord Cross Connect provides the communications path between Verizon's Fiber Distribution Panel (FDP) and Fuzion's collocated transmission equipment and facilities. The connection of the facilities would be made via a Fiber Optic Patchcord. The Fiber Optic Patchcord Cross Connect is limited in use solely in conjunction with access to unbundled Dark Fiber and unbundled optical Interoffice Facilities UNEs.

New Pricing Attachment

PRICING ATTACHMENT

1. General.

1.1 As used in this Article, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 Except as stated in Section 2 or Section 3, below, Charges for Services shall be as stated in this Section 1.

1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.

- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A.
- 1.5 The Charges stated in Appendix A shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. **Verizon Telecommunications Services Provided to Fuzion for Resale Pursuant to the Resale Article.**

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
 - 2.1.1 The Charges for a Verizon Telecommunications Service purchased by Fuzion for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.
 - 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by Fuzion for resale pursuant to Section 3.3 of the Resale Article for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act, shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law,

Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Fuzion for resale pursuant to Section 251(c)(4) of the Act.

2.1.3 Notwithstanding Sections 2.1 and 2.2, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Fuzion for resale pursuant to Section 251(c)(4) of the Act.

2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.

2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 shall not be applied to:

2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;

2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).

2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale rate discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).

2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Fuzion pursuant to Section 3.3 of the Resale Article for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

- 2.3.1 Fuzion shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Fuzion.

3. **Fuzion Prices**

- 3.1 Notwithstanding any other provision of this Agreement, the Charges that Fuzion bills Verizon for Fuzion's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the Fuzion has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that Fuzion's cost to provide such Fuzion Services to Verizon exceeds the Charges for Verizon's comparable Services.

4. **Section 271**

- 4.1 If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

5. **Regulatory Review of Prices**

- 5.1 Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT

I. Rates and Charges for Transportation and Termination of Traffic

- A. The Local Call Termination rate element that applies to Local Traffic on a minute of use basis for traffic that is delivered to an End Office is **\$0.0071951***.
- B. The Local Call Termination rate element that applies to Local Traffic on a minute of use basis for traffic that is delivered to Tandem Switch is **\$0.0112825***.
- C. The Tandem Transiting Charge is **\$0.00408740***.
- D. Entrance Facility Charge: **See Intrastate Access Tariff**

*Certain of the rates and charges set forth above, as indicated by an "asterisk", are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Order dated December 12, 1996, in Docket Nos. 265-MA-102 and 2180-MA-100. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order, as set forth more fully in Section 37.2 of the General Terms and Conditions; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in Section 7.3.4 of the Interconnection Attachment. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to, Section 37 of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket Nos. 265-MA-102 and 2180-MA-100, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under Section 37.1 of the General Terms and Conditions.

II. Services Available for Resale

The avoided cost discount for OS/DA is 1.5%. The avoided cost discount for all services, excluding OS/DA, is 8.6%¹.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

¹ In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Fuzion orders any service from this Agreement.

Customer Record Search applies when Fuzion requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Fuzion. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Fuzion. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Fuzion's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if Fuzion requests service prior to the standard due date intervals.

Coordinated Conversion applies if Fuzion requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Fuzion requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

II. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop²

2 Wire Analog Loop (inclusive of NID)	\$ 48.84
4 Wire Analog Loop (inclusive of NID)	\$ 97.40
2 Wire Digital Loop (inclusive of NID)	\$ 50.69
4 Wire Digital Loop (inclusive of NID)	\$ 101.09
DS-1 Loop	\$ 160.31
DS-3 Loop	\$2,584.44

Supplemental Features:

ISDN-BRI Line Loop Extender	TBD
DS1 Clear Channel Capability	\$ 24.00

Subloop

2-Wire Feeder	\$ 17.09
2-Wire Distribution	\$ 31.75
4-Wire Feeder	\$ 34.09
4-Wire Distribution	\$ 63.31
2-Wire Drop	\$ 6.35
4-Wire Drop	\$ 12.66
Inside Wire	BFR

Network Interface Device (leased separately)

Basic NID:	\$.97
Complex (12 x) NID	\$ 1.40

Switching Port

Basic Analog Line Side Port	\$ 5.07
Coin Line Side Port	\$ 11.87
ISDN BRI Digital Line Side Port	\$ 26.35
DS-1 Digital Trunk Side Port	\$ 170.23
ISDN PRI Digital Trunk Side Port	\$ 348.65

Vertical Features See Attached List

Usage Charges (must purchase Port)

Local Central Office Switching	
(Overall Average MOU)	\$0.0071951
Common Shared Transport	
Transport Facility (Average MOU/ALM)	\$0.0000237
Transport Termination (Average MOU/Term)	\$0.0002133
Tandem Switching (Average MOU)	\$0.0034475

² In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Terminating to Originating Ratio	1.00
Assumed Minutes	TBD
Operator and Directory Assistance Services (OS/DA)	
National DA	\$0.5500000
DA	\$0.4500000
Mechanized Operator Calling Card	\$0.0890000
Live Operator	\$0.4490000
Originating Line Number Screening	\$0.0180000
Call Detail Record	\$0.0200000
Busy Line Verify	\$0.9900000
Busy Line Interrupt	\$1.0500000

Dedicated Transport Facilities

CLEC Dedicated Transport	
CDT 2 Wire	\$ 34.00
CDT 4 Wire	\$ 55.45
CDT DS1	\$ 350.00
CDT DS3 Optical Interface	\$1,125.00
CDT DS3 Electrical Interface	\$1,500.00
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$.37
IDT DS0 Transport Termination	\$ 12.78
IDT DS1 Transport Facility per ALM	\$ 5.87
IDT DS1 Transport Termination	\$ 83.06
IDT DS3 Transport Facility per ALM	\$ 51.85
IDT DS3 Transport Termination	\$ 317.21
Multiplexing	
DS1 to Voice Multiplexing	\$ 189.63
DS3 to DS1 Multiplexing	\$ 901.71
DS1 Clear Channel Capability	\$ 24.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Subloops	
Dark Fiber Loop	\$ 67.13
Dark Fiber Subloop - Feeder	\$ 53.17
Dark Fiber Subloop - Distribution	\$ 13.96
Unbundled Dark Fiber Dedicated Transport	
Dark Fiber IDT -Facility	\$ 24.80
Dark Fiber IDT -Termination	\$ 6.34

Packet Switching **BFR**

Call Related Database **BFR**

Service Management System **BFR**

OSS **BFR**

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:

- UNE 2-wire Analog loop; and
- UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:

- UNE 2-wire Digital loop; and
- UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:

- UNE DS1 loop; and
- UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:

- UNE DS1 loop; and
- UNE DS1 Digital Trunk Side port

NRCs On an interim basis, until NRCs specific to UNE-P have been established, the Initial Service Order Charge for ports will be billed for all UNE combination orders. Central Office Line Connection or Outside Facility Fieldwork charges will be applied as incurred on UNE combination orders. Verizon reserves the right to apply new NRCs specific to UNE-P when such NRCs have been developed.

Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

Operator Services and Directory Assistance Services (OS/DA). If Fuzion does not initially utilize available customized routing services to re-route OS/DA calls to its own or another party's operator services platform, Verizon will bill the CLEC for OS/DA calls at a market-based ICB rate pending Fuzion's completion of a separate OS/DA agreement.

WISCONSIN UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES		(Subject to Availability)
Three Way Calling	\$/Feature/Month	\$1.63
Call Forwarding Variable	\$/Feature/Month	\$0.42
Cust. Changeable Speed Calling 1-Digit	\$/Feature/Month	\$0.26
Cust. Changeable Speed Calling 2-Digit	\$/Feature/Month	\$0.43
Call Waiting	\$/Feature/Month	\$0.12
Cancel Call Waiting	\$/Feature/Month	\$0.04
Automatic Callback	\$/Feature/Month	\$0.35
Automatic Recall	\$/Feature/Month	\$0.14
Calling Number Delivery	\$/Feature/Month	\$0.12
Calling Number Delivery Blocking	\$/Feature/Month	\$0.21
Distinctive Ringing / Call Waiting	\$/Feature/Month	\$0.38
Customer Originated Trace	\$/Feature/Month	\$0.14
Selective Call Rejection	\$/Feature/Month	\$0.42
Selective Call Forwarding	\$/Feature/Month	\$0.62
Selective Call Acceptance	\$/Feature/Month	\$0.52
Call Forwarding Variable CTX	\$/Feature/Month	\$0.36
Call Forwarding Incoming Only	\$/Feature/Month	\$0.37
Call Forwarding Within Group Only	\$/Feature/Month	\$0.28
Call Forwarding Busy Line	\$/Feature/Month	\$0.26
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$0.28
Remote Call Forward	\$/Feature/Month	\$2.88
Call Waiting Originating	\$/Feature/Month	\$0.10
Call Waiting Terminating	\$/Feature/Month	\$0.12
Cancel Call Waiting CTX	\$/Feature/Month	\$0.02
Three Way Calling CTX	\$/Feature/Month	\$0.66
Call Transfer Individual All Calls	\$/Feature/Month	\$0.28
Add-on Consultation Hold Incoming Only	\$/Feature/Month	\$0.25
Speed Calling Individual 1-Digit	\$/Feature/Month	\$0.16
Speed Calling Individual 2-Digit	\$/Feature/Month	\$0.31
Direct Connect	\$/Feature/Month	\$0.11
Distinctive Alerting / Call Waiting Indicator	\$/Feature/Month	\$0.09
Call Hold	\$/Feature/Month	\$0.32
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$1.94
Fully-Restricted (Orig/Term)	\$/Feature/Month	\$1.94
Toll Restricted Service	\$/Feature/Month	\$0.34
Call Pick-up	\$/Feature/Month	\$0.12
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$0.09
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$0.14
Special Intercept Announcements	\$/Feature/Month	\$1.48
Conference Calling - 6-Way Station Cont.	\$/Feature/Month	\$38.71
Station Message Detail Recording	\$/Feature/Month	\$7.53
Station Message Detail Recording to Premises	\$/Feature/Month	\$27.46
Fixed Night Service - Key	\$/Feature/Month	\$4.34
Attendant Camp-on (Non-DI Console)	\$/Feature/Month	\$0.77
Attendant Busy Line Verification	\$/Feature/Month	\$22.75
Control of Facilities	\$/Feature/Month	\$0.00
Fixed Night Service - Call Forwarding	\$/Feature/Month	\$3.80
Attendant Conference	\$/Feature/Month	\$97.56
Circular Hunting	\$/Feature/Month	\$0.88
Preferential Multiline Hunting	\$/Feature/Month	\$0.03
Uniform Call Distribution	\$/Feature/Month	\$2.72

VERTICAL FEATURES		(Subject to Availability)
Stop Hunt Key	\$/Feature/Month	\$6.17
Make Busy Key	\$/Feature/Month	\$6.17
Queuing	\$/Feature/Month	\$5.15
Automatic Route Selection	\$/Feature/Month	\$0.79
Facility Restriction Level	\$/Feature/Month	\$0.40
Expansive Route Warning Tone	\$/Feature/Month	\$0.01
Time -of-Day Routing Control	\$/Feature/Month	\$15.17
Foreign Exchange Facilities	\$/Feature/Month	\$8.95
Anonymous Call Rejection	\$/Feature/Month	\$3.31
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$0.60
Basic Business Group CTX	\$/Feature/Month	\$0.20
Basic Business Group DOD	\$/Feature/Month	\$0.02
Basic Business Auto ID Outward Dialing	\$/Feature/Month	\$0.00
Basic Business Group DID	\$/Feature/Month	\$0.00
Business Set Group Intercom All Calls	\$/Feature/Month	\$4.63
Dial Call Waiting	\$/Feature/Month	\$0.16
Loudspeaker Paging	\$/Feature/Month	\$9.39
Recorded Telephone Dictation	\$/Feature/Month	\$9.23
On-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.07
Off-Hook Queuing for Outgoing Trunks	\$/Feature/Month	\$0.01
Teen Service	\$/Feature/Month	\$0.02
Bg - Automatic Call Back	\$/Feature/Month	\$0.23
Voice/Data Protection	\$/Feature/Month	\$0.00
Authorization Codes for Afr	\$/Feature/Month	\$0.09
Account Codes for Afr	\$/Feature/Month	\$0.37
Code Restriction Diversion	\$/Feature/Month	\$0.41
Code Calling	\$/Feature/Month	\$13.92
Meet-Me Conference	\$/Feature/Month	\$4.45
Call Park	\$/Feature/Month	\$0.18
Executive Busy Override	\$/Feature/Month	\$0.11
Last Number Redial	\$/Feature/Month	\$0.12
Direct Inward System Access	\$/Feature/Month	\$0.17
Authorization Code Immediate Dialing	\$/Feature/Month	\$0.00
Bg - Speed Calling Shared	\$/Feature/Month	\$0.01
Attendant Recall from Satellite	\$/Feature/Month	\$0.25
Bg - Speed Calling 2-Shared	\$/Feature/Month	\$0.02
Business Set - Call Pick-up	\$/Feature/Month	\$0.05
Authorization Code for Mdr	\$/Feature/Month	\$0.00
Locked Loop Operation	\$/Feature/Month	\$0.00
Attendant Position Busy	\$/Feature/Month	\$0.00
Two-Way Splitting	\$/Feature/Month	\$8.48
Call Forwarding - All (Fixed)	\$/Feature/Month	\$0.40
Business Group Call Waiting	\$/Feature/Month	\$0.00
Music on Hold	\$/Feature/Month	\$0.16
Automatic Alternate Routing	\$/Feature/Month	\$0.59
DTMF Dialing	\$/Feature/Month	\$0.08
BG DTMF Dialing	\$/Feature/Month	\$0.07
Business Set Access to Paging	\$/Feature/Month	\$2.18
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$0.46
Selective Calling Waiting (Class)	\$/Feature/Month	\$0.36
Direct Inward Dialing	\$/Feature/Month	\$7.41
Customer Dialed Account Recording	\$/Feature/Month	\$1.27

VERTICAL FEATURES		(Subject to Availability)
Deluxe Automatic Route Selection	\$/Feature/Month	\$3.17
MDC Attendant Console	\$/Feature/Month	\$16.80
Warm Line	\$/Feature/Month	\$0.03
Calling Name Delivery	\$/Feature/Month	\$0.21
Call Forwarding Enhancements	\$/Feature/Month	\$0.00
Caller ID Name and Number	\$/Feature/Month	\$0.68
InContact	\$/Feature/Month	\$1.68
Call Waiting ID	\$/Feature/Month	\$0.10
Att'd ID on Incoming Calls	\$/Feature/Month	\$2.98
Privacy Release	\$/Feature/Month	\$0.30
Display Calling Number	\$/Feature/Month	\$0.15
Six-Port Conference	\$/Feature/Month	\$37.66
Business Set Call Back Queuing	\$/Feature/Month	\$0.01
ISDN Code Calling - Answer	\$/Feature/Month	\$0.18
Att'd Call Park	\$/Feature/Month	\$1.59
Att'd Autodial	\$/Feature/Month	\$0.74
Att'd Speed Calling	\$/Feature/Month	\$1.26
Att'd Console Test	\$/Feature/Month	\$0.08
Att'd Delayed Operation	\$/Feature/Month	\$0.00
Att'd Lockout	\$/Feature/Month	\$0.00
Att'd Multiple Listed Directory Numbers	\$/Feature/Month	\$0.00
Att'd Secrecy	\$/Feature/Month	\$0.61
Att'd Wildcard Key	\$/Feature/Month	\$0.25
Att'd Flexible Console Alerting	\$/Feature/Month	\$0.00
Att'd VFG Trunk Group Busy on Att'd Console	\$/Feature/Month	\$0.13
Att'd Console Act/Deact of CFU/CFT	\$/Feature/Month	\$1.16
Att'd Display of Queued Calls	\$/Feature/Month	\$0.03
Att'd Interposition Transfer	\$/Feature/Month	\$0.17
Att'd Automatic Recall	\$/Feature/Month	\$0.52

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Provisioning Add'l Unit
UNBUNDLED LOOP				
Exchange - Basic - Initial	\$ 38.75	\$ 27.60	\$ 42.17	\$ 38.81
Exchange - Basic - Subsequent	\$ 17.44	\$ 12.55	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 40.56	\$ 25.03	\$ 107.58	\$ 26.61
Exchange - Complex Nondigital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 40.56	\$ 25.03	\$ 96.76	\$ 26.53
Exchange - Complex Digital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49	\$ 13.53
Advanced - Basic - Initial	\$ 36.18	\$ 25.03	\$ 573.73	\$202.79
Advanced - Complex - Initial	\$ 40.56	\$ 25.03	\$ 569.13	\$303.39
UNBUNDLED PORT				
Exchange - Basic - Initial	\$ 33.04	\$ 21.89	\$ 31.29	\$ 29.38
Exchange - Basic - Subsequent (Port Feature)	\$ 19.78	\$ 14.89	\$ 1.14	\$ 1.14
Exchange - Basic - Subsequent (CO Interconnection)	\$ 19.78	\$ 14.89	\$ 14.49	\$ 13.53
Exchange - Complex Nondigital - Initial	\$ 43.54	\$ 28.01	\$ 75.32	\$ 38.01
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 6.23	\$ 6.23
Exchange - Complex Nondigital – Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ --
Exchange - Complex Nondigital – Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53
Exchange - Complex Digital - Initial	\$ 43.54	\$ 28.01	\$129.72	\$ 32.97
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 5.45	\$ 5.45
Exchange - Complex Digital – Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06	\$ --
Exchange - Complex Digital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49	\$ 13.53
Advanced - Complex - Initial	TBD	TBD	TBD	TBD
Advanced - Complex - Subsequent	TBD	TBD	TBD	TBD
UNBUNDLED NID				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUBLOOP				
Exchange - MDF Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 48.65	\$ 34.50
Exchange - MDF Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 14.18	\$ 13.22
Exchange - FDI Feeder Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 46.20	\$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41

UNBUNDLED DARK FIBER

Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Subloop Feeder - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Advanced - Subloop Distribution - Initial	\$ 64.80	\$ 64.57	\$264.84	\$216.19

ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS)

Advanced - Basic - Initial	\$ 88.39	\$ 56.13	\$397.31	N/A
Advanced - Basic - Subsequent	\$ 38.02	\$ 21.89	\$ 49.53	N/A
DS0 - Initial	\$ 88.39	\$ 56.13	\$482.99	N/A
DS0 - Subsequent	\$ 38.02	\$ 21.89	\$ --	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$384.08	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 9.90	N/A

LOOP CONDITIONING³
(No charge for loops 12,000 feet or less)

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	\$ --
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

UNE PLATFORM

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent	\$ 16.44	\$ 13.26	\$ 1.08	\$ 1.08
Exchange - Basic - Changeover	\$ 19.93	\$ 15.54	\$ 0.90	\$ 0.90
Exchange - Complex Nondigital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.89	\$ 5.89
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Nondigital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Nondigital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 20.97	\$ 3.61
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 16.44	\$ 13.26	\$ 5.15	\$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 20.82	\$ 13.26	\$ 22.73	\$ 22.73
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	\$ 30.08	\$ 21.31	\$ 80.98	\$ 4.18
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent	\$ 20.82	\$ 13.26	\$ 65.81	\$ 48.47
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)	\$ 37.08	\$ 28.31	\$ 82.31	\$ 64.97

DEDICATED TRANSPORT

Advanced - Basic - Initial	\$ 95.49	\$ 63.01	\$ 428.58	N/A
Advanced - Basic - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex - Initial	\$105.04	\$ 72.56	\$ 584.49	N/A

³ These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

Advanced - Complex - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
SIGNALING SYSTEM 7 (SS7)				
Facilities and Trunks - Initial	\$237.67	\$205.19	\$568.54	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 71.58	\$ 55.23	\$213.12	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 71.58	\$ 55.23	\$ 67.28	N/A
Trunks Only - Initial	\$126.13	\$ 93.65	\$505.41	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 49.46	\$ 33.11	\$202.03	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 49.46	\$ 33.11	\$ 67.28	N/A
STP Ports (SS7 Links)	\$237.67	\$205.19	\$438.81	N/A
Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A
COORDINATED CONVERSIONS				
Exchange - Standard Interval - Per Qtr. Hour	\$ 30.72	\$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	\$ 22.92	\$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A
HOT-CUT COORDINATED CONVERSIONS (Only available for 2-wire analog loops)				
Exchange - Standard Interval - Per Hour	\$108.80	\$108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	\$ 83.43	\$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A	N/A
CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
EXPEDITES				
Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A
OTHER				
Customer Record Search (per account)	\$ 4.21	\$ -	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
LINE SHARING - CLEC OWNED SPLITTER				
CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53
PACKET SWITCHING	TBD	TBD	TBD	TBD
CALL RELATED DATABASE	TBD	TBD	TBD	TBD
SERVICE MANAGEMENT SYSTEM	TBD	TBD	TBD	TBD

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Fuzion orders any service from this Agreement.

Customer Record Search applies when Fuzion requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Subloop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Fuzion requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Fuzion requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Fuzion requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

IV. Rates and Charges for 911

See State 911 Tariff.

V. Fiber Optic Patchcord Cross Connect

Fiber Optic Cross Connect Rate Elements				
	Elements	Increment	NRC/MRC	Rates
	<u>Non-Recurring Prices</u>			
1	Fiber Optic Patch Cord Pull/Term. - Engineering	per project	NRC	\$71.42
2	Fiber Optic Patch Cord Material Charge	per cable run	NRC	\$40.07
3	Fiber Optic Patch Cord Pull	per cable run	NRC	\$145.70
4	Fiber Optical Patch Cord Termination	per termination	NRC	\$0.94
	<u>Monthly Recurring Prices</u>			
5	Facility Termination - Fiber Optic Patch Cord	per connector	MRC	\$1.16
6	Fiber Optic Patch Cord Duct Space	per cable	MRC	\$0.38

Non-Recurring Charges

Non-recurring charges are one-time charges that apply for specific work activity. Non-recurring charges for the Fiber Optic Patchcord Cross Connect are due and payable upon delivery to the CLEC.

Fiber Optic Patchcord Pull/Termination – Engineering. The Fiber Optic Patchcord Pull/Termination – Engineering Charge is to recover the engineering costs incurred per project for the pull and termination of a fiber optic patchcord from the CLECs collocation arrangement to Verizon's Fiber Distribution Panel (FDP).

Fiber Optic Patchcord Pull. The Fiber Optic Patchcord Pull Charge is applied per fiber run and recovers the labor cost of placing the fiber from the collocation arrangement to Verizon's FDP.

Fiber Optic Patchcord Termination. The Fiber Optic Patchcord Termination Charge is applied per fiber connector termination and recovers the labor cost to terminate the fiber connection.

Fiber Optic Patchcord Material Charge. The CLEC has the option of providing its own fiber optic patchcord or Verizon may, at the request of the CLEC, provide the necessary fiber optic patchcord cables in exchange for the Fiber Optic Patchcord Material Charge. The Fiber Optic Patchcord Material Charge is applied on a per fiber cable basis to recover the material cost of a 24 fiber pair cable.

Monthly Recurring Charges

The following are monthly charges that apply each month or fraction thereof that the Fiber Optic Patchcord Cross Connect arrangement is provided.

Facility Termination – Fiber Optic Patchcord. The Facility Termination – Fiber Optic Patchcord Charge is applied per FDP port into which the fiber cable is connected. This charge recovers the labor and material cost of the FDP per port.

Fiber Optic Patchcord Duct Space. The Fiber Optic Patchcord Duct Space rate element is applied per fiber cable and recovers the cost for the central office fiber duct space occupied by the fiber optic patchcord.

IN WITNESS WHEREOF, each Party has executed this Agreement and it shall be effective upon Commission approval.

VERIZON NORTH INC.

FUZION WIRELESS COMMUNICATIONS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____